

**RESOLUTION NO. 76-16**  
**CITY OF CENTERVILLE, OHIO**

SPONSORED BY COUNCILMEMBER J. Anne Rau ON THE  
19<sup>th</sup> DAY OF DECEMBER, 2016.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A RIGHT OF WAY LICENSE AGREEMENT WITH BONSTEEL PROPERTIES, LLC FOR A NON-EXCLUSIVE LICENSE TO USE A PORTION OF THE PUBLIC RIGHT-OF-WAY LOCATED ALONG CLYO ROAD FOR THE SOLE PURPOSE OF ERECTING A GROUND IDENTIFICATION SIGN.

WHEREAS, Bonsteel Properties, LLC ("Bonsteel") owns property located at 8431 Clyo Road in the City of Centerville; and

WHEREAS, Bonsteel desires to obtain a non-exclusive license, as described herein, to erect a ground identification sign and all related activities on the Premises (described below) upon the terms and conditions set forth therein; and

WHEREAS, the City agrees to provide a non-exclusive license to use a portion of the public right-of-way located along Clyo Road, in the City of Centerville, Ohio, for the sole purpose of erecting a ground identification sign; and

WHEREAS, Section 1020.03 of the Centerville Municipal Code allows the City Manager to prepare and enforce rules and regulations for access to the public right-of-way.

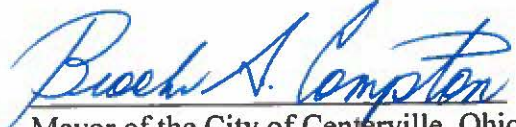
NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The City of Centerville hereby agrees to grant a non-exclusive license to Bonsteel as set forth in the Right of Way License Agreement ("Agreement"), over the right-of-way located along Clyo Road, in the City of Centerville, Ohio, for the sole purpose of erecting a ground identification sign, said land being more particularly described in Exhibit "A" attached hereto and made a part hereof.


Section 2. The City Manager is hereby authorized to execute the Agreement attached as Exhibit "A" and take all necessary actions to effectuate this grant of license in the right-of-way.

Section 3. This Resolution shall become effective at the earliest date allowed by law.

PASSED this 19<sup>th</sup> day of December, 2016.

  
Mayor of the City of Centerville, Ohio

ATTEST:

  
Clerk of Council, City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 76-16, passed by the Council of the City of Centerville, Ohio, on the 19<sup>th</sup> day of December, 2016.

  
Clerk of Council

Approved as to form, consistency  
with the Charter and Constitutional Provisions.

Department of Law  
Scott A. Liberman  
Municipal Attorney

**RIGHT OF WAY LICENSE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Centerville, Ohio, 100 W. Spring Valley Road, Centerville, Ohio 45458, hereinafter referred to as "LICENSOR" and BONSTEEL PROPERTIES, LLC, an Ohio Limited Liability Company, 8431 Clio Road, Centerville OH 45458, hereinafter referred to a "LICENSEE".

**WITNESSETH:**

WHEREAS, Licensor desires to grant a non-exclusive license to use a portion of the public right-of-way located along Clio Road, in the City of Centerville, Ohio to the Licensee, for the sole purpose of erecting a ground identification sign; and

WHEREAS, Licensee desires to obtain said non-exclusive license, as described herein, to erect a ground identification sign and all related activities on the Premises (described below) upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. This Agreement is created in furtherance of the authority set forth in Sections 1020.03, *et.seq.*, of the Centerville Municipal Code regarding Revocable Street Privileges.
2. The Licensor hereby licenses and authorizes the Licensee, its tenants and their respective agents, employees and invitees the right to enter upon and use certain City of Centerville right-of-way at 8431 Clio Road ("Licensee's Property"), as more particularly described in Exhibit "A" and as depicted by the shaded hatch marks on Exhibit "B" attached hereto and incorporated by reference herein (the "License Area") for the sole purposes of erecting and maintaining a ground identification sign and for no other purposes.

3. Licensee specifically agrees that it shall defend, indemnify and hold harmless the Licensor and its officials, officers and employees from any and all damages, injuries or losses suffered by any person arising as a result of the erection or maintenance of a ground identification sign in the License Area.
4. This Agreement shall be for an indefinite period of time; provided however, that either party hereto shall have the right to revoke and terminate this Agreement and the license granted herein for any reason or no reason by providing thirty (30) days written notice to the other party of its intention to do so.
5. Licensor further grants to Licensee the right to maintain the License Area at the sole cost of the Licensee. Upon the expiration of this Agreement, Licensee shall no longer utilize the License Area for a ground identification sign or any other purpose. Licensor reserves the right to inspect said property at any and all reasonable times.
6. Prior to expiration of the Agreement, Licensor agrees not to construct any permanent public improvements, barricades or other obstructions within the License Area nor take any action which will prevent the use of the License Area by Licensee for the purposes detailed in this Agreement, without the written approval of the Licensee, unless said actions are part of a legal permissible eminent domain action, such as, but not limited to, future public roadway construction. Such action may require the relocation or removal of the ground identification sign at the Licensor's sole discretion. The expense related to relocation or removal of the ground identification sign shall be the sole responsibility of the Licensee.
7. LICENSEE ACKNOWLEDGES THAT THE PROPERTY WHICH IS THE SUBJECT OF THE LICENSE GRANTED HEREIN IS HELD BY THE CITY AS PUBLIC RIGHT OF WAY FOR PUBLIC TRAVEL PURPOSES AND AS SUCH MAY BE USED FOR THAT PURPOSE AT ANY TIME. LICENSEE ACKNOWLEDGES AND ASSUMES THE FINANCIAL RISK INCIDENT TO ITS USE FOR A GROUND IDENTIFICATION SIGN IN SAID RIGHT OF WAY UNDER THESE CIRCUMSTANCES AND NOT CONTRARY TO ITS CURRENT USE.
8. This Agreement is a license in real estate and the rights created by it are personal to those named herein and their successors and assigns. This Agreement does not pass any interest in the property described above, other than as specifically set forth in this Agreement.



BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the subscriber, a Notary Public in and for said County and State, personally came \_\_\_\_\_, the \_\_\_\_\_ of **Bonsteel Properties, LLC**, an **Ohio Limited Liability company**, which executed the foregoing instrument, who acknowledged that he/she did sign said instrument as such agent on behalf of said limited liability company and by authority of the limited liability company; that said instrument was signed as his/her free act and deed individually, and the free act and deed of said limited liability company.

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Notary Public

This Agreement prepared by:

Scott A. Liberman (0058432)  
Altick & Corwin Co., L.P.A.  
1700 One Dayton Centre  
One South Main Street  
Dayton, Ohio 45402

Exhibit "A"

***COTTRILL SURVEYING, INC***

8256 State Route 207 NE, Mt. Sterling, Ohio 43143, Ph. 740.869.3811, www.cottrillsurveying.com

***Sign Easement***

***Surveyed for Eddie's Lawn and Landscaping***

The following described 10 feet by 20 feet sign easement is situated in the State of Ohio, Montgomery County, Washington Township, Section 24, Township 3, Range 5 of Between the Miami River Survey, City of Centerville, and being within the road right-of-way of Clio Road, and being more particularly described as follows:

Commencing at an iron pin and yellow plastic cap stamped "Schaeffer L.S. 7161" found at the East corner common to Quaker Estates Section Two as recorded in Plat Book 145 page 35 and a 0.732 acre tract conveyed to Miami Valley Hospital Real Estate Services by Deed-08-057698, said iron pin also being in an angle point of the west right-of-way line of Clio Road,

Thence, with the west right-of-way line of Clio and the East line of said 0.732 acre tract, North 03° 47' 50" East a distance of 49.85 feet to a point;

Thence, across Clio Road right-of-way, South 86° 12' 10" East a distance of 6.44 feet to the **True Point of Beginning**:

Thence, around said 10 feet by 20 feet sign easement with the following four new courses:

- 1) North 60° 56' 44" East a distance of 20.00 feet to a point;
- 2) South 29° 03' 16" East a distance of 10.00 feet to a point;
- 3) South 60° 56' 44" West a distance of 20.00 feet to a point;
- 4) North 29° 03' 16" West a distance of 10.00 feet returning to the **True Point of Beginning**, containing 0.0046 Acres more or less (200.0 Square feet).

Bearings are based on a GPS observation on November 4, 2016, WGS 1984 Geodetic North.

This deed is subject to and with the benefit of all legal highways, restrictions, easements, limitations, and reservations, of record, if any and to zoning restrictions which have been imposed thereon, if any.

This description is based on a field survey performed November 4, 2016 by James R. Cottrill, PS registration #6858. (Job #S161008-EASEMENT)

  
James R. Cottrill, PS

LINE	BEARING	DISTANCE
L1	S 86°12'10" E	6.44'
L2	N 60°56'44" E	20.00'
L3	S 29°03'16" E	10.00'
L4	S 60°56'44" W	20.00'
L5	N 29°03'16" W	10.00'

BEARINGS ARE BASED ON A  
GPS OBSERVATION ON 11/04/16  
WGS 1984 GEODETIC NORTH.

**AREA**

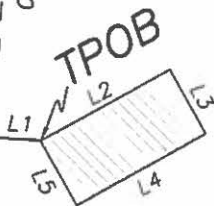
**0.0046± ACRES**  
200.0 Sq. Feet

MIAMI VALLEY HOSPITAL REAL ESTATE SERVICES  
DEED--08-057698  
0.732 ACRES

CLYO ROAD RIGHT-OF-WAY

EDGE OF PAVEMENT

CLYO ROAD (R/W VARIES)



EXISTING ASPHALT DRIVE

N 03°47'50" E 49.85'

POINT OF COMMENCEMENT

CLYO ROAD RIGHT-OF-WAY

QUAKER ESTATES SECTION TWO  
PB 145 PG 35



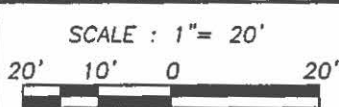
**LEGEND**

ALL MONUMENTS FOUND OR SET ARE IN  
GOOD CONDITION UNLESS OTHERWISE NOTED.

◊ 5/8" ø REBAR & YELLOW PLASTIC  
CAP STAMPED "SCHAEFFER L.S. 7161" (FOUND)

EASEMENT, CITY OF CENTERVILLE  
SEC. 24, T-3, R-5, BMRS, WASHINGTON TWP  
MONTGOMERY COUNTY, STATE OF OHIO.  
SURVEYED FOR EDDIE'S LAWN

**COTTRILL SURVEYING, INC**  
8256 SR 207, MT. STERLING, OH 43143  
www.cottrillsurveying.com  
PHONE 740.869.3811



FIELD CREW: MW, NC  
DRAWN BY: NC  
JOB No.: S161008A  
DATE OWN.: 12/2016

I HEREBY CERTIFY THIS PLAT DEPICTS AN ACTUAL FIELD  
SURVEY PERFORMED BY JAMES R. COTTRILL, P.S. #6858.

*James R. Cottrill* DATE: 12/29/16